

SERVOCA PLC ("the Company")

MINUTES OF A MEETING OF THE DIRECTORS OF THE COMPANY
HELD AT 44 SOUTHAMPTON BUILDINGS, LONDON WC2A 1AP
ON 6 DECEMBER 2007 AT 5.00 ~~AM~~ PM

Present: Darren Browne (Chairman)
Andrew Brundle

In Attendance Glenn Swaby (Servoca plc)
David Walker (Memery Crystal LLP)
Lesley Gregory (Memery Crystal LLP)
Shantanu Sinha (Memery Crystal LLP)
Ashan Arif (Clarkslegal LLP)
William Paul Cassie (ISS)
Richard O'Flynn (SP)

1. Quorum and Absences

The Chairman reported that a quorum of directors of the Company ("the **Directors**") was in attendance in accordance with the articles of association of the Company ("the **Articles**") and that due notice of the meeting had been given to each Director, accordingly the meeting was duly convened and constituted

2. The Proposals

The Chairman reported that the main purpose of the meeting was to consider and deal with all matters and documents arising out of and in connection with the following principal matters ("the **Proposals**")

- 2.1 the acquisition by the Company of the entire issued share capital of International Security & Surveillance Limited ("ISS") ("the **ISS Acquisition**") for a consideration of

- (a) the sum of £702,000 in cash, and



- (b) the issue and allotment of 1,337,142 ordinary shares of 10 pence each in the Company ("**Ordinary Shares**") credited as fully paid ("**ISS Consideration Shares**"),
- 2 2 the acquisition by the Company of the entire issued capital of ISS Special Projects Limited ("**SP**") ("**the SP Acquisition**") for a consideration of
 - (a) the sum of £874,000 in cash, and
 - (b) the allotment of 1,142,857 Ordinary Shares credited as fully paid ("**SP Consideration Shares**")
- 2 3 Having carefully considered the above **IT WAS UNANIMOUSLY RESOLVED** that the Company proceed with the Proposals

3. **Disclosure of Directors' Interests**

Pursuant to section 317 of the Companies Act 1985 and the Articles, each of the Directors declared that he had no interest in the business to be transacted by the meeting other than in his capacity as a shareholder of the Company, in which case, pursuant to article 95 of the Articles, a Director may vote and form part of the quorum

4. **Documents relating to the ISS Acquisition and the SP Acquisition**

The following documents were then produced to the meeting

- 4 1 an engrossment of an agreement to be entered into today between William Paul Cassie and Judith Evelyn Cassie ("**the ISS Vendors**") (1), and the Company (2) in relation to the ISS Acquisition ("**ISS Acquisition Agreement**") together with a disclosure letter containing information in relation to the warranties given in the ISS Acquisition Agreement ("**the ISS Disclosure Letter**"),
- 4 2 an engrossment of an agreement to be entered into today between William Paul Cassie and Richard O'Flynn ("**the SP Vendors**") (1), and the Company (2) in relation to the SP Acquisition ("**the SP Acquisition Agreement**") together with a disclosure letter containing information in relation to the warranties given in the SP Acquisition Agreement ("**the SP Disclosure Letter**"),
- 4 3 an engrossment of the legal due diligence report on ISS and SP prepared by Memery Crystal LLP ("**the Due Diligence Report**"),

- 4 4 a final form draft service agreement to be entered into between ISS and William Paul Cassie ("the **WPC Service Agreement**"),
- 4 5 a final form of a draft service agreement to be entered into between SP and Richard O'Flynn ("the **ROF Service Agreement**"),
- 4 6 an AIM three day application notice in respect of the ISS Consideration Shares and the SP Consideration Shares ("the **Application Notice**"), and
- 4 7 a final form RNS announcement in relation to the ISS Acquisition and the SP Acquisition ("the **RNS Announcement**")

5. The ISS Acquisition Agreement

The main terms of the ISS Acquisition Agreement were then considered and in particular it was noted that

- 5 1 the purchase consideration was as set out in minute 2 1 above;
- 5 2 the Vendors would be giving non-competition undertakings in favour of the Company for a period of three years after completion, and
- 5 3 the Vendors would give certain warranties and representations in respect of the ISS Acquisition Agreement and the ISS Acquisition Agreement contained a comprehensive tax covenant

6. The SP Acquisition Agreement

The main terms of the SP Acquisition Agreement were then considered and in particular it was noted that

- 6 1 the purchase consideration was as set out in minute 2 2 above,
- 6 2 the Vendors would be giving non-competition undertakings in favour of the Company for a period of three years after completion,
- 6 3 the Vendors would give certain warranties and representations in respect of the SP Acquisition Agreement and the SP Acquisition Agreement contained a comprehensive tax covenant, and
- 6 4 Paul Cassie would give an indemnity in respect of a trademark dispute between ISS and a Danish company called ISS A/S, such indemnity capped at £50,000

7. Legal Due Diligence

The Chairman explained that in order to properly investigate the legal affairs of ISS and SP, ISS and SP had been the subject of a limited legal due diligence process, conducted by Memery Crystal LLP the results of which (as set out in the Due Diligence Report) had been considered

8. Service Agreements

The terms of the WPC Service Agreement and the ROF Service Agreement were considered

9. Resolutions

9 1 After due and careful consideration, **IT WAS RESOLVED** that the ISS Acquisition and the SP Acquisition be and are hereby approved as being in the best interests of the Company, and its members as a whole, and that

- (a) the Application Notice and RNS Announcement were approved and JM Finn be instructed to submit the Application Notice to the AIM Team of London Stock Exchange plc,
- (b) the ISS Disclosure Letter and the SP Disclosure Letter be and are hereby approved and any Director be and is hereby authorised to execute the same for and on behalf of the Company,
- (c) the ISS Acquisition Agreement and the SP Acquisition Agreement be and are hereby approved and any two Directors or one Director and the company secretary be and are hereby authorised to execute the same for and on behalf of the Company,
- (d) any two Directors be authorised to take such action as they may consider to be necessary, expedient or desirable in connection with the ISS Acquisition and SP Acquisition and their completion and the approval of any other matters arising in connection with the ISS Acquisition and SP Acquisition, and
- (e) any Director be authorised to sign on behalf of the Company any documentation in relation to the ISS Acquisition and SP Acquisition and where required, to authorise any two Directors or any Director

and the company secretary to execute a deed in connection to the Acquisition

10. Allotment of the ISS Consideration Shares

10.1 IT WAS RESOLVED that pursuant to the ISS Acquisition Agreement

- (a) the number of shares set out against each ISS Vendor's name as set out below be and are hereby allotted to each ISS Vendor credited as fully paid,
- (b) share certificates in respect of the ISS Consideration Shares be issued to each of the ISS Vendors,
- (c) the ISS Vendors be registered in the register of members of the Company, and
- (d) forms 88(2) in respect of the ISS Consideration Shares be filed at Companies House.

Names and address of ISS Vendor	No. of ISS Consideration Shares
William Paul Cassie 20 St David's Drive Englefield Green Surrey TW20 0BA	1,370,879
Judith Evelyn Cassie 20 St David's Drive Englefield Green Surrey TW20 0BA	549

11. Allotment of the SP Consideration Shares

11.1 IT WAS RESOLVED that pursuant to the SP Acquisition Agreement

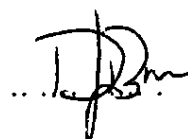
- (a) the number of shares set out against each SP Vendor's name as set out below be and are hereby allotted to each SP Vendor credited as fully paid,

- (b) share certificates in respect of the SP Consideration Shares be issued to each of the SP Vendors,
- (c) the SP Vendors be registered in the register of members of the Company, and
- (d) forms 88(2) in respect of the SP Consideration Shares be filed at Companies House

Names and address of SP Vendor	No. of SP Consideration Shares
William Paul Cassie 20 St David's Drive Englefield Green Surrey TW20 0BA	582,857
Judith Evelyn Cassie 20 St David's Drive Englefield Green Surrey TW20 0BA	560,000

12. Close of Meeting

There being no further business, the meeting then concluded



CHAIRMAN